

This agreement is made by and between two parties, The City of Taunton, Commonwealth of Massachusetts, by the City of Taunton, hereinafter referred to as "The City," and **Maria Oliveira Benefits Specialist** for the Human Resources Department, hereinafter referred to as the "Benefits Specialist."

Whereas the City is desirous of appointing the services of the Benefits Specialist in the Human Resources Department of the City of Taunton, MA; and

Whereas the Benefits Specialist is willing to perform the duties of the position of Benefits Specialist according to the terms and conditions of this contract and the current job description; hereto attached, and

Whereas the Benefits Specialist will be considered a confidential, non-exempt employee of the Human Resources Department,

Now, therefore, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows.

DURATION OF THE AGREEMENT

This Agreement shall be effective as of May 4, 2020 through June 30, 2022, which is the end of a fiscal year, unless employee earlier resigns, retires or is removed from the position. Appointment of the position as Benefits Specialist will be made by the Human Resources Director with the approval of the Mayor.

MODIFICATIONS

The terms and conditions of this contract will remain in full force and effect throughout the named dates, and may be modified or amended by subsequent written mutual agreement.

DUTIES

The Benefits Specialist shall be responsible for all duties as described in the attached job description. Such duties may be modified from time to time as the Human Resources Director so directs.

TIME & ATTENDANCE

The Benefits Specialist shall report any scheduled or unscheduled absence to the Human Resources Director. With respect to scheduled absences, the Benefits Specialist shall notify the Human Resources Director in advance. The Benefits Specialist shall be obligated to work a 35 hour work schedule.

HEALTH INSURANCE

The Benefits Specialist shall be eligible for all health insurance coverage that which is provided for all other city employees. The City Treasurer shall deduct her share of her health and life insurance from her regular paychecks. The Benefit's Specialist health insurance

contribution shall be identical in percentage to the percentage contribution applicable to other similarly situated employees. Additionally, the Benefits Specialist shall be eligible to participate in any voluntary/contributory benefit program offered to other general government City employees.

PENSION

The present pension and retirement plans in accordance with Massachusetts General Laws, as amended and in effect in the City of Taunton, shall be applicable to the Benefits Specialist.

PERSONAL DAYS

The Benefits Specialist shall be entitled to five (5) days of personal leave each year. Said personal days may not be carried forward from one calendar year into the next calendar year. These days shall be redeemable for financial value upon leaving the employ of the City of Taunton up to a maximum of five (5) days.

COMPENSATION

The annual pay for the position of Benefits Specialist shall be \$55,263.10 effective on May 4, 2020, and \$56,368.36 effective on May 4, 2021.

This position will be subject to an annual performance evaluation.

VACATION TIME

The Benefits Specialist's vacation eligibility shall be based upon the total length of her longevity and in accordance with the following schedule. Should the Benefits Specialist choose not to take an earned vacation period in a given year, she may use it the following year in addition to earned vacation period for that year, subject to the approval of the Director of Human Resources. However, at the end of said following calendar year, no more than 4 weeks shall remain. Notwithstanding the foregoing, this Benefits Specialist has already accumulated 341.26 vacation hours and she shall be entitled to the full redemption amount for her 341.26 vacation hours, but any amount over 341.26 vacation hours shall not be entitled for redemption.

After:

6 Months to 4 Years	2 WEEKS
5 Years to 9 Years	3 WEEKS
10 Years Plus	4 WEEKS

Upon the Benefits Specialist's retirement, death or termination of employment for any reason, the Benefits Specialist's shall redeem her unused, accumulated vacation days at their then existing per diem value. The per diem value of each vacation day shall be one-fifth (1/5th) of the Benefits Specialist regular weekly pay.

Additionally, this Benefits Specialist has already accumulated 97.5 hours of Furlough Time and she shall be entitled the full redemption amount for whatever amount of her 97.5 hours balance is still unused and available, but any amount over 97.5 hours shall not be entitled for redemption.

PAID HOLIDAYS

The following holidays shall be paid holidays for the Benefits Clerk:

New Years' Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
½ Day Good Friday	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	½ Day Christmas Eve
Independence Day	Christmas Day
	½ Day New Year's Eve

Any holiday declared by the City of Taunton or the Government of the Commonwealth of Massachusetts, shall be paid contractual holiday(s) for the Benefits Specialist.

In the event that any of the foregoing holidays fall on a Saturday, the holidays shall be observed on the preceding Friday. In the event that any of the foregoing holidays fall on a Sunday, the holiday shall be observed on the subsequent Monday.

SICK LEAVE

- (A) The Benefits Specialist shall be entitled to one and one quarter (1 1/4th) days of sick leave with full pay, for each month of service. There shall be no limit to the number of unused days of sick leave that the Benefits Specialist can accumulate. The Benefits Specialist shall be entitled to her sick leave as it becomes earned.
- (B) The Benefits Specialist may use up to (7) of her accumulated sick leave days per year for illness in her family. For the purpose of this section, the Benefits Specialist's family shall consist of her spouse, children, parents and members of the Benefits Clerk's household.
- (C) Upon the Benefits Specialist's retirement, death or termination of employment for any reason, the Benefits Specialist or, in case of death, her spouse, designated beneficiary, next of kin or estate in that order shall redeem her unused accumulated sick leave days at their then existing per diem value in a lump-sum payment up to a maximum of four (4) weeks. The per diem value of each sick leave day shall be one-fifth (1/5th) of the Benefits Specialist's regular weekly pay. Notwithstanding the foregoing, this Benefits Specialist has already accumulated \$13,000 in unused sick time and she shall be entitled up to the full \$13,000 for her unused sick time so long as at the time of redemption that balance is

still unused and available, but any amount over \$13,000 shall not be entitled to redemption.

BEREAVEMENT LEAVE

- (A) The Benefits Specialist shall be allowed bereavement leave with pay upon the death of her spouse, or significant other, child, grandchild, brother, sister, parent, grandparent; or upon the death of the Benefits Specialist spouse's child, parent, father or mother-in-law, brother, sister, grandparent or grandchild; or upon the death of a member of the Benefits Specialist's household. Sick leave will extend from the time of death until the day following the funeral service, but shall not, unless special permission is granted by the Mayor, exceed four days from the time of death.

JURY LEAVE

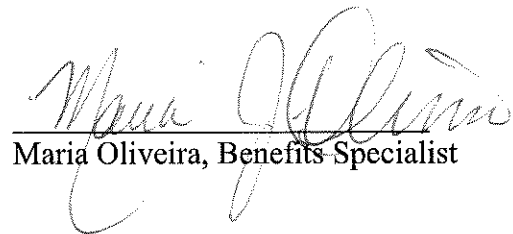
The Benefits Specialist shall be granted time off without loss of pay for services on any local, state or federal jury, including a grand jury.


SEVERABILITY CLAUSE

If any provision of the agreement is deemed illegal or unenforceable then it shall be stricken and shall not affect the remaining provisions of this contract, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives, as of this 11 day of April, 2020.


Human Resources Director


Maria Oliveira, Benefits Specialist


Shaunna L. O'Connell, Mayor

Approved as to Form and Content:


David T. Gay, City Solicitor